



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 1, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF DELEGATED
AUTHORITY TO EXECUTE AMENDMENTS FOR CONTRACT ASSIGNMENTS
AND DELEGATIONS AND CONTRACTORS' NAME CHANGES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request delegated authority to execute amendments for acquisitions, mergers, or other changes in ownership or contractors' name changes.

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute amendments to DPH's agreements for contract assignments resulting from acquisitions, mergers, or other changes in ownership and for contractors' name changes, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In an effort to reduce Board agenda actions resulting from acquisitions, mergers, or other changes in ownership, or contractors' name changes, that do not impact the general contractual terms or payment provisions, DPH is seeking delegated authority to execute related amendments, substantially similar to Exhibits I and II, to reflect the correct legal entity and responsibilities of the parties when ownership changes occur, or acknowledge a contractor's name change, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

Implementation of Strategic Plan Goals

This action supports Goal 2, Workforce Excellence of the County Strategic Plan to enhance the quality and productivity of the County workforce by authorizing DPH to process certain amendments to reduce the number of Board agenda actions.

FISCAL IMPACT/FINANCING

There is no fiscal impact as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, all contract assignments resulting from mergers, acquisitions, or other changes in ownership, and contractors' name changes amendments are presented as an agenda item for your Board's approval. Under the recommended action, DPH will use delegated authority to execute such amendments.

DPH will continue to conduct an analysis of mergers and acquisitions as required under the Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions Board policy to determine the appropriateness of continuing to contract with a vendor which has changed its corporate status or merged with or been acquired by another company.

County Counsel has approved Exhibits I and II as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will expedite DPH's execution of these amendments to ensure that contract documents reflect the appropriate contractor name and business status.

Honorable Board of Supervisors

July 1, 2008

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CONCLUSION

When approved, DPH requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS

MLM:TOF:yb

Attachments (2)

c: County Counsel

Director and Health Officer, Department of Public Health

070108_DPH_Delegated Authority

Contract No. _____

AMENDMENT FORMAT FOR MERGERS AND ASSIGNMENTS: DELEGATION OF
DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, _____,
by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and _____
(hereafter "Assignor")
and _____
(hereafter "Assignee")

WHEREAS, on _____, County and _____ entered into a
"_____ SERVICES AGREEMENT", further identified as
County Agreement No. _____, and any amendments thereto (all hereafter referred
to as "Agreement"); and

WHEREAS, Paragraph _____, ASSIGNMENT AND DELEGATION, of Agreement
prohibits Assignor from delegating its duties or assigning its rights thereunder without
the prior written consent of County; and

WHEREAS, it is the desire of the parties hereto to delegate the duties and assign
the rights under Agreement, from Assignor to Assignee.

NOW, THEREFORE, the parties hereto agree as follows:

1. All rights and responsibilities under Agreement *[To be clarified for each assignment, including but not limited to audit exceptions and other fiscal obligations. For mergers see Paragraph 4 below.]* have been assigned and delegated by Assignor to Assignee, effective _____.

2. County hereby consents to such assignment and delegation.

3. Assignor and Assignee have heretofore separately prorated between themselves, to the extent necessary, any monthly payment due and paid under this Agreement prior to _____.

4. *[For Mergers Only]* Effective _____, the purpose of this Amendment shall be interpreted according to the following statement of purpose: It is intended to effectuate and implement the merger of _____ and _____, as requested by these entities, whereby _____ will cease to exist as a separate entity and will be merged within the new entity, _____. County consents to the merger with the understanding, as set forth herein, that the quantity and quality of services previously provided separately by _____ will not be diminished and that the new entity will be fiscally responsible for all of _____'s obligations, past, present, and future. In particular, and without in any way limiting the scope of the financial obligations assumed, _____ understands and agrees (1) that it will be entirely responsible for any and all audit exceptions applied at any time against the previous entity, _____ through any of its

agreements with County or any department thereof, whether assessed by federal, state, or County audit(s); and (2) that these audit exceptions may arise and become payable after the effective date of the merger and the cessation of existence of

_____. The parties agree that all applicable review and dispute resolution procedures under the contract shall apply.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Agreement Amendment to be subscribed by its Director of Public Health, and _____ and _____

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have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

Assignee

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner, Jr.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

Contract No. _____

SERVICES AGREEMENT

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, _____,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(formerly known as
"_____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled,
"_____
SERVICES AGREEMENT", dated _____,
and further identified as County Agreement No. _____, and any amendments
thereto (all hereafter referred to as "Agreement"); and

WHEREAS, the parties wish to amend Agreement to change _____'s
name to _____ and as such, wherever referred to in said Agreement,
_____ shall be known as _____; and

WHEREAS, Agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and

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Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

amendmentdelegationofassignment